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**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re: **James Patrick Daugherty**  
5115 Ridge Pointe Dr.  
Arlington, TX 76017

**xxx-xx-5212**

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Case No:

Date: **2/28/2019**

Chapter 13

**Holli Leann Daugherty**  
5115 Ridge Pointe Dr.  
Arlington, TX 76017

**xxx-xx-9106**

Debtor(s)

**DEBTOR'S(S)' CHAPTER 13 PLAN  
(CONTAINING A MOTION FOR VALUATION)**

**DISCLOSURES**

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☒ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☐ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: **\$170.00**  
Plan Term: **60 months**  
Plan Base: **\$10,200.00**  
Applicable Commitment Period: **60 months**

Value of Non-exempt property per § 1325(a)(4): **\$1,591.82**  
Monthly Disposable Income per § 1325(b)(2): **\$0.00**  
Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty****MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

**SECTION I**  
**DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS**  
**FORM REVISED 7/1/17****A. PLAN PAYMENTS:**

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$170.00 per month, months 1 to 60.

For a total of \$10,200.00 (estimated "*Base Amount*").

First payment is due \_\_\_\_\_.

The applicable commitment period ("*ACP*") is 60 months.

Monthly Disposable Income ("*DI*") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("*UCP*"), which is *DI* x *ACP*, as estimated by the *Debtor(s)*, shall be no less than:  
\$0.00.

*Debtor's(s')* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:  
\$1,591.82.

**B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:**

- CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
- STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
- DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
Attorney General/Child Support Division	\$0.00		Direct Pay	

- C. ATTORNEY FEES:** To Ince Law Office, total: \$3,700.00;  
\$1,500.00 Pre-petition; \$2,200.00 disbursed by the *Trustee*.

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty****D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
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**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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**Service Finance Co**  
**A/C Unit for Home****\$2,537.62****\$2,600.00****5.10%****Pro-Rata**

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

**F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty**

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
BB&T	2017 Nissan Altima	\$18,776.00
Suntrust Bank	2016 Nissan Rogue	\$23,500.00
Wells Fargo Hm Mortgag	Homestead	\$129,539.00

**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
Barclays Bank Delaware	\$3,524.00	
Barclays Bank Delaware	\$1,667.00	
Bryant State Bank	\$1,463.00	
Capital One	\$449.00	
Capital One	\$2,930.00	
Capital One	\$2,020.00	
Capital One	\$980.00	
Capital One	\$526.00	
Chase Card Services	\$1,764.00	
Chase Card Services	\$864.00	
Citibank North America	\$1,458.00	
Citibank/Best Buy	\$2,921.00	
Citibank/The Home Depot	\$8,659.00	
Citibank/The Home Depot	\$3,169.00	
Comenity Capital/Gamestop	\$1,898.00	

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty**

Comenitybank/Jared	\$165.00
Commerce Bank	\$5,093.00
Credit First National Association	\$1,274.00
Credit First National Association	\$1,048.00
Dept of Ed / Navient	\$0.00
Discover Financial	\$8,145.00
Diversified Credit Sys	\$0.00
Financial Data Systems	\$115.00
First Nataional Bank/Legacy	\$2,366.00
Kohls/Capital One	\$2,880.00
Service Finance Company	\$2,525.00
Synchrony Bank/Amazon	\$5,317.00
Synchrony Bank/Care Credit	\$2,975.00
Synchrony Bank/Gap	\$1,299.00
Synchrony Bank/Sams	\$4,032.00
Synchrony Bank/Walmart	\$2,276.00
Synchrony Bank/Walmart	\$5,668.00
U.S. Department of Education	\$0.00
U.S. Department of Education	\$0.00

TOTAL SCHEDULED UNSECURED: **\$79,470.00**The *Debtor's(s')* estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 5%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**SECTION II**  
**DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17****A. SUBMISSION OF DISPOSABLE INCOME:***Debtor(s)* hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.**C. ATTORNEY FEES:***Debtor's(s')* Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the ***Debtor's(s')*** Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

Case No:

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**Holli Leann Daugherty**

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**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty**

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**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

**L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

**M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

**O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty**

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**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

**U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.



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1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

**V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

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**Holli Leann Daugherty**

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**SECTION III**  
**NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

**/s/ James K. Ince**

James K. Ince, Debtor's(s) Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s) Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

**/s/ James K. Ince**

James K. Ince, Debtor's(s) Counsel

**10388920**

State Bar Number

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **8th day of March, 2019** :

(List each party served, specifying the name and address of each party)

Dated: **March 8, 2019**

**/s/ James K. Ince**

James K. Ince, Debtor's(s') Counsel

Attorney General--US. Dept of Justice  
10th Constitution Avenue NW  
Washington, DC 20530

Barclays Bank Delaware  
xxxxxxxxxxx4086  
Attn: Correspondence  
PO Box 8801  
Wilmington, DE 19899

Capital One  
xxxxxxxxxxx2857  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Attorney General Child Support Div.  
Region 4, Bankruptcy Section  
400 South Zang #1100  
Dallas, TX 75208

BB&T  
xxxxxxxxxxx1001  
Attn: Bankruptcy  
PO Box 1847  
Wilson, NC 27894

Capital One  
xxxxxxxxxxx7043  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Attorney General--Bankruptcy  
P.O. Box 12548  
Austin, TX 78711-2548

Bryant State Bank  
xxxxxxxxxxx3457  
Attn: Bankruptcy  
PO Box 215  
Bryant, SD 57221

Capital One Auto Finance  
xxxxxxxxxxx1001  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Attorney General/Child Support  
Division  
xxxxx6808  
Attn: Bankruptcy  
PO Box 12017  
Austin, TX 78711

Capital One  
xxxxxxxxxxx1833  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

CenterPoint Energy  
xxxxxxxxxxxxxxxxxxx6415  
Attn: Bankruptcy  
PO Box 4981  
Houston, TX 77210

AUSA  
801 Cherry St. Unit 4  
Fort Worth, TX 76102

Capital One  
xxxxxxxxxxx1371  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Chase Card Services  
xxxxxxxxxxx4674  
Attn: Bankruptcy  
PO Box 15298  
Wilmington, DE 19850

Barclays Bank Delaware  
xxxxxxxxxxx5127  
Attn: Correspondence  
PO Box 8801  
Wilmington, DE 19899

Capital One  
xxxxxxxxxxx3857  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Chase Card Services  
xxxxxxxxxxx4293  
Attn: Bankruptcy  
PO Box 15298  
Wilmington, DE 19850

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty**

Citibank North America  
xxxxxxxxxxxx9512  
Citibank Corp/Centralized Bankruptcy  
PO Box 790034  
St Louis, MO 63179

Credence Resource Management  
xxxxx5961  
PO Box 2300  
Southgate, MI 48195

Financial Data Systems  
xxx7195  
Attn: Bankruptcy  
PO Box 688  
Wrightsville Beach, NC 28480

Citibank/Best Buy  
xxxxxxxxxxxx9110  
Attn: Bankruptcy  
PO Box 790441  
St. Louis, MO 63179

Credit First National Association  
xxxxx8951  
Attn: Bankruptcy  
PO Box 81315  
Cleveland, OH 44181

First Nataional Bank/Legacy  
xxxxxxxxxxxx5679  
Attn: Bankruptcy  
PO Box 5097  
Sioux Falls, SD 57117

Citibank/The Home Depot  
xxxxxxxxxxxx8579  
Attn: Recovery/Centralized Bankruptcy  
PO Box 790034  
St Louis, MO 63179

Credit First National Association  
xxxxx4593  
Attn: Bankruptcy  
PO Box 81315  
Cleveland, OH 44181

Houston Ecu  
xxxxxxxxxxxx4002  
Houston Metropolitan Credit Union  
608 E Tidwell Rd  
Houston, TX 77022

Citibank/The Home Depot  
xxxxxxxxxxxx2482  
Attn: Recovery/Centralized Bankruptcy  
PO Box 790034  
St Louis, MO 63179

Dept of Ed / Navient  
xxxxxxxxxxxxxxxx0330  
Attn: Claims Dept  
PO Box 9635  
Wilkes-Barre, PA 18773

Internal Revenue Service--Insolvency  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Comenity Capital/Gamestop  
xxxxxxxxxxxx4763  
Attn: Bankruptcy Dept  
PO Box 182125  
Columbus, OH 43218

Discover Financial  
xxxxxxxxxxxx4986  
PO Box 3025  
New Albany, OH 43054

IRS--SBSE Insolvency Area 10  
1100 Commerce, MC 5026  
Dallas, TX 75242

Comenitybank/Jared  
xxxxxxxxxxxx1659  
Attn: Bankruptcy Dept  
PO Box 182125  
Columbus, OH 43218

Diversified Consultants, Inc.  
xxxx1222  
Attn: Bankruptcy  
PO Box 551268  
Jacksonville, FL 32255

James Patrick Daugherty  
5115 Ridge Pointe Dr.  
Arlington, TX 76017

Commerce Bank  
xxxxxxxxxxxx7344  
Attn: Bankruptcy  
PO Box 419248 KCREC-10  
Kansas City, MO 64141

Diversified Consultants, Inc.  
xxxx2248  
Attn: Bankruptcy  
PO Box 551268  
Jacksonville, FL 32255

Jefferson Capital Systems, LLC  
xxxxxxxxxx5003  
PO Box 1999  
Saint Cloud, MN 56302

Convergent Outsourcing, Inc.  
xxx0177  
Attn: Bankruptcy  
PO Box 9004  
Renton, WA 98057

Diversified Credit Sys  
xxx2054  
Attention: Bankruptcy Department  
PO Box 3424  
Longview, TX 75606

Jefferson Capital Systems, LLC  
xxxxxxxxxx4003  
PO Box 1999  
Saint Cloud, MN 56302

Case No:

Debtor(s): **James Patrick Daugherty**  
**Holli Leann Daugherty**

Kohls/Capital One xxxxxxxxxxxx4816 Kohls Credit PO Box 3120 Milwaukee, WI 53201	State Comptroller Revenue Accounting Div/Bankrup P.O. Box 13528 Austin, TX 78711	TABC Licenses and Permits Division P.O. Box 13127 Austin, TX 78711-3127
Linebarer Goggan Blair 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207	Suntrust Bank PO Box 791144 Baltimore, MD 21279-1144	Tax Division U.S. Department Of Justice 717 N. Harwood, Suite 400 Dallas, TX 75201
Navient xxxxxxxxxxxxxxxxxxxx0330 Attn: Bankruptcy PO Box 9000 Wiles-Barr, PA 18773	Synchrony Bank/Amazon xxxxxxxxxxxx2579 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	TEC TEC Building--Bankruptcy 101 East 15th Street Austin, TX 78714--9080
Perdue Brandon Felder Collins & Mott P.O. Box 13430 Arlington, TX 76094-0430	Synchrony Bank/Care Credit xxxxxxxxxxxx1378 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896	U.S. Attorney General Main Justice Building, Room 5111 10th & Constitution Ave., N.W. Washington, DC 20530
Receivables Performance Mgmt xxxx9974 Attn: Bankruptcy PO Box 1548 Lynnwood, WA 98036	Synchrony Bank/Gap xxxxxxxxxxxx0579 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896	U.S. Department of Education xxxx4046 ECMC/Bankruptcy PO Box 16408 Saint Paul, MN 55116
SCA Collections Inc. PO Box 876 Greenville, NC 27835	Synchrony Bank/Sams xxxxxxxxxxxx7782 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	U.S. Department of Education xxxx8702 ECMC/Bankruptcy PO Box 16408 Saint Paul, MN 55116
Service Finance Co xxx3507 555 S. Federal Hwy #200 Boca Raton, FL 33432	Synchrony Bank/Walmart xxxxxxxxxxxx0031 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	United States Attorney 1100 Commerce Room 300 Dallas, TX 75242
Service Finance Company xxx3507 Attn: Bankruptcy 555 S Federal Highway Boca Raton, FL 33432	Synchrony Bank/Walmart xxxxxxxxxxxx4525 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896	Wells Fargo Hm Mortgag xxxxxxxx1502 Po Box 10335 Des Moines, IA 50306

**Ince Law Office**  
P.O. Box 951  
Mineral Wells, TX 76068

Bar Number: **10388920**  
Phone: **(817) 382-0528**

**IN THE UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF TEXAS**  
**FORT WORTH DIVISION**  
Revised 10/1/2016

IN RE: **James Patrick Daugherty**      **xxx-xx-5212**      §      CASE NO:  
5115 Ridge Pointe Dr.      §  
Arlington, TX 76017      §  
§  
§

**Holli Leann Daugherty**      **xxx-xx-9106**  
5115 Ridge Pointe Dr.  
Arlington, TX 76017

Debtor(s)

**AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS**      DATED: **2/28/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	<b>\$170.00</b>	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$16.50	\$17.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$54.60	\$0.00
<b>Subtotal Expenses/Fees</b>	<b>\$76.10</b>	<b>\$17.00</b>
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	<b>\$93.90</b>	<b>\$153.00</b>

**CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$0.00**

**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
------	------------	------------	------------------	---------------------	----------------

Payments for Current Post-Petition Mortgage Payments (Conduit): **\$0.00**

Case No:

Debtor(s): James Patrick Daugherty  
Holli Leann Daugherty**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Service Finance Co	A/C Unit for Home	\$2,537.62	\$2,600.00	1.25%	\$32.50
Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:					<b>\$32.50</b>

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$0.00</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$0.00</b>
Debtor's Attorney, per mo:	<b>\$61.40</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$32.50</b>

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$0.00</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$0.00</b>
Debtor's Attorney, per mo:	<b>\$120.50</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$32.50</b>

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 3/8/2019/s/ James K. Ince

Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: James Patrick Daugherty  
*Debtor*

CASE NO.

Holli Leann Daugherty  
*Joint Debtor*

CHAPTER 13

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on March 11, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ James K. Ince

James K. Ince  
Bar ID:10388920  
Ince Law Office  
P.O. Box 951  
Mineral Wells, TX 76068  
(817) 382-0528

Attorney General--US. Dept of Justice  
10th Constitution Avenue NW  
Washington, DC 20530

AUSA  
801 Cherry St. Unit 4  
Fort Worth, TX 76102

Bryant State Bank  
xxxxxxxxxxxx3457  
Attn: Bankruptcy  
PO Box 215  
Bryant, SD 57221

Attorney General Child Support Div.  
Region 4, Bankruptcy Section  
400 South Zang #1100  
Dallas, TX 75208

Barclays Bank Delaware  
xxxxxxxxxxxx5127  
Attn: Correspondence  
PO Box 8801  
Wilmington, DE 19899

Capital One  
xxxxxxxxxxxx1833  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Attorney General--Bankruptcy  
P.O. Box 12548  
Austin, TX 78711-2548

Barclays Bank Delaware  
xxxxxxxxxxxx4086  
Attn: Correspondence  
PO Box 8801  
Wilmington, DE 19899

Capital One  
xxxxxxxxxxxx1371  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Attorney General/Child Support Division  
xxxx6808  
Attn: Bankruptcy  
PO Box 12017  
Austin, TX 78711

BB&T  
xxxxxxxxxxxx1001  
Attn: Bankruptcy  
PO Box 1847  
Wilson, NC 27894

Capital One  
xxxxxxxxxxxx3857  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130



**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: James Patrick Daugherty  
*Debtor*

CASE NO.

Holli Leann Daugherty  
*Joint Debtor*

CHAPTER 13

**CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Capital One  
xxxxxxxxxxxxx2857  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Citibank/Best Buy  
xxxxxxxxxxxxx9110  
Attn: Bankruptcy  
PO Box 790441  
St. Louis, MO 63179

Credence Resource Management  
xxxxx5961  
PO Box 2300  
Southgate, MI 48195

Capital One  
xxxxxxxxxxxxx7043  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Citibank/The Home Depot  
xxxxxxxxxxxxx8579  
Attn: Recovery/Centralized Bankruptcy  
PO Box 790034  
St Louis, MO 63179

Credit First National Association  
xxxxx8951  
Attn: Bankruptcy  
PO Box 81315  
Cleveland, OH 44181

Capital One Auto Finance  
xxxxxxxxxxxxx1001  
Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

Citibank/The Home Depot  
xxxxxxxxxxxxx2482  
Attn: Recovery/Centralized Bankruptcy  
PO Box 790034  
St Louis, MO 63179

Credit First National Association  
xxxxx4593  
Attn: Bankruptcy  
PO Box 81315  
Cleveland, OH 44181

CenterPoint Energy  
xxxxxxxxxxxxxxxxxxxx6415  
Attn: Bankruptcy  
PO Box 4981  
Houston, TX 77210

Comenity Capital/Gamestop  
xxxxxxxxxxxxx4763  
Attn: Bankruptcy Dept  
PO Box 182125  
Columbus, OH 43218

Dept of Ed / Navient  
xxxxxxxxxxxxxxxxxxxx0330  
Attn: Claims Dept  
PO Box 9635  
Wilkes-Barre, PA 18773

Chase Card Services  
xxxxxxxxxxxxx4674  
Attn: Bankruptcy  
PO Box 15298  
Wilmington, DE 19850

Comenitybank/Jared  
xxxxxxxxxxxxx1659  
Attn: Bankruptcy Dept  
PO Box 182125  
Columbus, OH 43218

Discover Financial  
xxxxxxxxxxxxx4986  
PO Box 3025  
New Albany, OH 43054

Chase Card Services  
xxxxxxxxxxxxx4293  
Attn: Bankruptcy  
PO Box 15298  
Wilmington, DE 19850

Commerce Bank  
xxxxxxxxxxxxx7344  
Attn: Bankruptcy  
PO Box 419248 KCREC-10  
Kansas City, MO 64141

Diversified Consultants, Inc.  
xxxx1222  
Attn: Bankruptcy  
PO Box 551268  
Jacksonville, FL 32255

Citibank North America  
xxxxxxxxxxxxx9512  
Citibank Corp/Centralized Bankruptcy  
PO Box 790034  
St Louis, MO 63179

Convergent Outsourcing, Inc.  
xxxx0177  
Attn: Bankruptcy  
PO Box 9004  
Renton, WA 98057

Diversified Consultants, Inc.  
xxxx2248  
Attn: Bankruptcy  
PO Box 551268  
Jacksonville, FL 32255

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: James Patrick Daugherty  
*Debtor*

CASE NO.

Holli Leann Daugherty  
*Joint Debtor*

CHAPTER 13

**CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Diversified Credit Sys xxx2054 Attention: Bankruptcy Department PO Box 3424 Longview, TX 75606	Jefferson Capital Systems, LLC xxxxxxxxx5003 PO Box 1999 Saint Cloud, MN 56302	SCA Collections Inc. PO Box 876 Greenville, NC 27835
Financial Data Systems xxx7195 Attn: Bankruptcy PO Box 688 Wrightsville Beach, NC 28480	Jefferson Capital Systems, LLC xxxxxxxxx4003 PO Box 1999 Saint Cloud, MN 56302	Service Finance Co xxx3507 555 S. Federal Hwy #200 Boca Raton, FL 33432
First Nataional Bank/Legacy xxxxxxxxxxxxx5679 Attn: Bankruptcy PO Box 5097 Sioux Falls, SD 57117	Kohls/Capital One xxxxxxxxxxxxx4816 Kohls Credit PO Box 3120 Milwaukee, WI 53201	Service Finance Company xxx3507 Attn: Bankruptcy 555 S Federal Highway Boca Raton, FL 33432
Houston Ecu xxxxxxxxxxxxx4002 Houston Metropolitan Credit Unioin 608 E Tidwell Rd Houston, TX 77022	Linebarer Goggan Blair 2777 N. Stemmons Freeway Suite 1000 Dallas, TX 75207	State Comptroller Revenue Accounting Div/Bankrup P.O. Box 13528 Austin, TX 78711
Internal Revenue Service--Insolvency P.O. Box 7346 Philadelphia, PA 19101-7346	Navient xxxxxxxxxxxxxxxxxxxxx0330 Attn: Bankruptcy PO Box 9000 Wiles-Barr, PA 18773	Suntrust Bank PO Box 791144 Baltimore, MD 21279-1144
IRS--SBSE Insolvency Area 10 1100 Commerce, MC 5026 Dallas, TX 75242	Perdue Brandon Felder Collins & Mott P.O. Box 13430 Arlington, TX 76094-0430	Synchrony Bank/Amazon xxxxxxxxxxxxx2579 Attn: Bankruptcy PO Box 965060 Orlando, FL 32896
James Patrick Daugherty 5115 Ridge Pointe Dr. Arlington, TX 76017	Receivables Performance Mgmt xxxx9974 Attn: Bankruptcy PO Box 1548 Lynnwood, WA 98036	Synchrony Bank/Care Credit xxxxxxxxxxxxx1378 Attn: Bankruptcy Dept PO Box 965060 Orlando, FL 32896

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: James Patrick Daugherty  
*Debtor*

CASE NO.

Holli Leann Daugherty  
*Joint Debtor*

CHAPTER 13

**CERTIFICATE OF SERVICE**

(Continuation Sheet #3)

Synchrony Bank/Gap  
xxxxxxxxxxxx0579  
Attn: Bankruptcy Dept  
PO Box 965060  
Orlando, FL 32896

U.S. Attorney General  
Main Justice Building, Room 5111  
10th & Constitution Ave., N.W.  
Washington, DC 20530

Synchrony Bank/Sams  
xxxxxxxxxxxx7782  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

U.S. Department of Education  
xxxx4046  
ECMC/Bankruptcy  
PO Box 16408  
Saint Paul, MN 55116

Synchrony Bank/Walmart  
xxxxxxxxxxxx0031  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

U.S. Department of Education  
xxxx8702  
ECMC/Bankruptcy  
PO Box 16408  
Saint Paul, MN 55116

Synchrony Bank/Walmart  
xxxxxxxxxxxx4525  
Attn: Bankruptcy  
PO Box 965060  
Orlando, FL 32896

United States Attorney  
1100 Commerce Room 300  
Dallas, TX 75242

TABC  
Licenses and Permits Division  
P.O. Box 13127  
Austin, TX 78711-3127

Wells Fargo Hm Mortgag  
xxxxxxxx1502  
Po Box 10335  
Des Moines, IA 50306

Tax Division  
U.S. Department Of Justice  
717 N. Harwood, Suite 400  
Dallas, TX 75201

TEC  
TEC Building--Bankruptcy  
101 East 15th Street  
Austin, TX 78714--9080